

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Waste Oil Recovery Systems,
Inc.
6401 Leona Street
Oakland, California 94605

ID No.: CAD 000 626 515

Respondent.

Docket HWCA 2003-0293
STIPULATION AND ORDER
Health and Safety Code
Section 25187

The State Department of Toxic Substances Control (Department) and Waste Oil Recovery Systems, Inc. (Respondent) enter into this Stipulation and Order (Order) and agree as follows:

1. A dispute exists regarding the Enforcement Order issued by the Department on October 21, 2003. (Attached as Exhibit 1.)

2. The parties wish to avoid the expense of further litigation and to ensure prompt action to achieve the Schedule for Compliance below.

3. Jurisdiction exists pursuant to Health and Safety Code section 25187.

1 4. Respondent waives any right to a hearing in this
2 matter.

3 5. This Order shall constitute full settlement of the
4 violation alleged in the Enforcement Order, but does not limit the
5 Department from taking appropriate enforcement action concerning
6 other violations.

7 6. Respondent admits the violation.

8 SCHEDULE FOR COMPLIANCE

9 7. Respondent shall comply with the following:

10 7.1. Effective immediately, Respondent shall not store
11 hazardous waste in excess of the 10 days allowed under the transfer
12 facility exemption in a tanker truck, unless it first applies and
13 obtains the proper permit or grant of authorization from the
14 Department.

15 7.2. Submittals: All submittals from Respondent
16 pursuant to this Order shall be sent to:

17 Robert Kou, Unit Chief
18 Statewide Compliance Division
19 Southern California Branch
20 Department of Toxic Substances Control
21 1011 North Grandview Avenue
22 Glendale, CA 91201

23 7.3. Communications: All approvals and decisions of
24 the Department made regarding such submittals and notifications
25 shall be communicated to Respondent in writing by a Branch
26 Chief, Department of Toxic Substances Control, or his/her
27 designee. No informal advice, guidance, suggestions, or
28 comments by the Department regarding reports, plans, specifications,
schedules, or any other writings by Respondent shall be construed

1 to relieve Respondent of its obligation to obtain such formal
2 approvals as may be required.

3 7.4. Department Review and Approval: If the Department
4 determines that any report, plan, schedule, or other document
5 submitted for approval pursuant to this Order fails to comply with
6 the Order or fails to protect public health or safety or the
7 environment, the Department may:

8 a. Modify the document as deemed necessary and approve
9 the document as modified; or

10 b. Return the document to Respondent with recommended
11 changes and a date by which Respondent must submit to the Department
12 a revised document incorporating the recommended changes.

13 7.5. Compliance with Applicable Laws: Respondent shall
14 carry out this Order in compliance with all local, State, and
15 federal requirements, including but not limited to requirements to
16 obtain permits and to assure worker safety.

17 7.6. Endangerment during Implementation: In the event
18 that the Department determines that any circumstances or activity
19 (whether or not pursued in compliance with this Order) are creating
20 an imminent or substantial endangerment to the health or welfare of
21 people on the site or in the surrounding area or to the environment,
22 the Department may order Respondent to stop further implementation
23 for such period of time as needed to abate the endangerment. Any
24 deadline in this Order directly affected by a Stop Work Order under
25 this section shall be extended for the term of such Stop Work Order.

26 7.7. Liability: Nothing in this Order shall constitute
27 or be construed as a satisfaction or release from liability for any
28 conditions or claims arising as a result of past, current, or future

1 operations of Respondent, except as provided in this Order.
2 Notwithstanding compliance with the terms of this Order, Respondent
3 may be required to take further actions as are necessary to protect
4 public health or welfare or the environment.

5
6 7.8. Site Access: Access to the Site shall be provided
7 at all reasonable times to employees, contractors, and consultants
8 of the Department, and any agency having jurisdiction. Nothing in
9 this Order is intended to limit in any way the right of entry or
10 inspection that any agency may otherwise have by operation of any
11 law. The Department and its authorized representatives may enter
12 and move freely about all property at the Site at all reasonable
13 times for purposes including but not limited to: inspecting records,
14 operating logs, and contracts relating to the Site; reviewing the
15 progress of Respondent in carrying out the terms of this Order; and
16 conducting such tests as the Department may deem necessary.
17 Respondent shall permit such persons to inspect and copy all
18 records, documents, and other writings, including all sampling and
19 monitoring data, in any way pertaining to work undertaken pursuant
20 to this Order.

21 7.9. Sampling, Data, and Document Availability:
22 Respondent shall permit the Department and its authorized
23 representatives to inspect and copy all sampling, testing,
24 monitoring, and other data generated by Respondent or on
25 Respondent's behalf in any way pertaining to work undertaken
26 pursuant to this Order. Respondent shall allow the Department and
27 its authorized representatives to take duplicates of any samples
28 collected by Respondent pursuant to this Order. Respondent shall

1 maintain a central depository of the data, reports, and other
2 documents prepared pursuant to this Order. All such data, reports,
3 and other documents shall be preserved by Respondent for a minimum
4 of six years after the conclusion of all activities under this
5 Order. If the Department requests that some or all of these
6 documents be preserved for a longer period of time, Respondent shall
7 either comply with that request, deliver the documents to the
8 Department, or permit the Department to copy the documents prior to
9 destruction. Respondent shall notify the Department in writing at
10 least six months prior to destroying any documents prepared pursuant
11 to this Order.

12 7.10. Government Liabilities: The State of California
13 shall not be liable for injuries or damages to persons or property
14 resulting from acts or omissions by Respondent or related parties
15 specified in paragraph 7.16 in carrying out activities pursuant to
16 this Order, nor shall the State of California be held as a party to
17 any contract entered into by Respondent or its agents in carrying
18 out activities pursuant to this Order.

19 7.11. Additional Enforcement Actions: By agreeing to
20 this Order, the Department does not waive the right to take further
21 enforcement actions, except to the extent provided in this Order.

22 7.12. Incorporation of Plans and Reports: All plans,
23 schedules, and reports that require Department approval and are
24 submitted by Respondent pursuant to this Order are incorporated in
25 this Order upon approval by the Department.

26 7.13. Extension Requests: If Respondent is unable to
27 perform any activity or submit any document within the time required
28 under this Order, the Respondent may, prior to expiration of the

1 time, request an extension of time in writing. The extension
2 request shall include a justification for the delay.

3 PAYMENTS

4 8. Respondent shall pay the Department a total sum of
5 \$8,000 in penalties. The penalties shall be paid in four (4) equal
6 installments of \$2,000. Penalty payments are due and payable on
7 April 1, 2004, July 1, 2004, October 1, 2004 and January 1, 2005.
8 Any installment payment which is received by the Department after
9 the 15th day of the month in which it is due is subject to a penalty
10 in the amount of \$750.00, which shall be paid by Respondent no later
11 than the due date of the next installment payment. If Respondent is
12 late in making two (2) or more payments, or fails to make a full
13 installment payment within thirty (30) days of its due date, then
14 the Department, at its option, may declare the entire balance of the
15 outstanding penalties immediately due and owing. If Respondent
16 fails to make payments as provided above, Respondent agrees to pay
17 interest at the rate established pursuant to Health and Safety Code,
18 section 25360.1 and to pay all costs incurred by the Department in
19 pursuing collection including attorney's fees. Respondent hereby
20 agrees to send one employee to the California Compliance School
21 Modules I-IV. Respondent shall submit to the Department, within 185
22 days of the effective date of this Order, a Certificate of
23 Satisfactory Completion that the employee satisfactorily completed
24 California Compliance School Modules
25 I-IV. If Respondent fails to submit the required certificate to the
26 Department within 185 days of the effective date of this Order, then
27 Respondent agrees to pay the Department a penalty of \$4,000.00 which
28 shall be paid within 215 days of the effective date of this Order.

Respondent's checks shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent to:

Mehdi Nobari
Statewide Compliance Division
Southern California Branch
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, CA 91201

OTHER PROVISIONS

9.1. Additional Enforcement Actions: By agreeing to this Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Order.

9.2. Penalties for Noncompliance: Failure to comply with the terms of this Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by H&SC section 25188 and other applicable provisions of law.

9.3 Parties Bound: This Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

1 9.4. Effective Date: The effective date of this Order
2 is the date it is signed by the Department.

3 9.5. Integration: This agreement constitutes the entire
4 agreement between the parties and may not be amended, supplemented;
5 or modified, except as provided in this agreement.

6 9.6. Compliance with Waste Discharge Requirements:
7 Respondent shall comply with all applicable waste discharge
8 requirements issued by the State Water Resources Control Board or
9 a California regional water quality control board.

10
11
12 Dated: 2/25/04

Original signed by Tina Falcon, Owner
Signature of Respondent's Representative

13
14 Tina Falcon, Owner
15 Typed or Printed Name and Title of
16 Respondent's Representative

17 Dated: 3/3/04

Original signed by Robert Kou
Robert Kou, Unit Chief
Department of Toxic Substances
Control
Statewide Compliance Division
Glendale office